

# Union Pacific Corporation



RECORDATION NO. 6509-D

JUL 13 1987-1 20 PM

INTERSTATE COMMERCE COMMISSION

No. 7-194A023  
Date JUL 13 1987  
Fee \$ 10.00  
ICC Washington, D. C.

J. Ryan O'Connell  
Senior Corporate Attorney

June 11, 1987

Hon. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
17th Street and Constitution Avenue, N.W.  
Washington, D.C. 20423

Re: Union Pacific Railroad Equipment Trust  
Trust No. 1 of 1972; Agreement dated as  
of March 1, 1972

Dear Ms. McGee:

Enclosed please find an original and two counterparts of the document described below, which are to be recorded pursuant to 49 U.S.C. § 11303.

The document is a Bill of Sale and Declaration of Payment, dated as of June 9, 1987, by Citibank, N.A., as Trustee under the above-captioned Agreement, consenting that the record of its title to the equipment covered by such Agreement be cancelled and discharged. The Agreement is recorded under Recordation No. 6509.

I enclose a fee of \$10. Please return to me the original Bill of Sale and Declaration of Payment and any copies which you do not need for recordation. Kindly acknowledge your receipt of this letter and its enclosures by stamping and returning to me the extra copy of this letter which I have enclosed. A postage paid, addressed envelope is enclosed for your convenience.

Very truly yours,

*J. Ryan O'Connell*

JRO'C:b  
Encls.

cc: C. W. von Bernuth, Esq.

Interstate Commerce Commission  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

July 14, 1987

J. Ryan O'Connell  
Union Pacific Corporation  
345 Park Avenue  
New York, New York 10154

Dear

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C.

11303, on 7/13/87 at 1:30 PM, and assigned recordation number(s). 6509-R

Sincerely yours,

*Norita R. McGee*  
Secretary

Enclosure(s)

SE-30  
(7/79)

BILL OF SALE  
AND  
DECLARATION OF PAYMENT

RECORDATION NO. 6509-D  
FILE 1420

JUL 13 1987-1 20 PM

INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Union Pacific Railroad Company, a Utah corporation (the "Company"), and Citibank, N.A., a national banking association, as Trustee (the "Trustee"), have entered into an Equipment Trust Agreement, dated as of March 1, 1972, which was filed and recorded pursuant to 49 U.S.C. § 11303 (formerly Section 20c of the Interstate Commerce Act) on February 28, 1972 and assigned Recordation No. 6509 and pursuant to which the Trustee issued \$14,400,000 aggregate principal amount of Union Pacific Equipment Trust No. 1 of 1972 Equipment Trust Certificates; a First Supplemental Agreement, dated as of March 1, 1979, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on April 13, 1979 and assigned Recordation No. 6509-A; a Second Supplemental Agreement, dated as of April 30, 1982, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on June 11, 1982 and assigned Recordation No. 6509-B; and a Third Supplemental Agreement, dated as of October 1, 1982, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on November 19, 1982 and assigned Recordation No. 6509-C (the Equipment Trust Agreement, as amended by the Supplemental Agreements, being hereinafter referred to as the "Agreement"), covering the construction and transfer of the units of new railroad

equipment (the "Equipment") described in Schedule A thereto and hereto; and

WHEREAS, on March 1, 1987, the Company made the final payment due under the Agreement; and

WHEREAS, the Company has paid the Trustee the full aggregate purchase price for all the Equipment, together with interest, and any and all other payments as provided in the Agreement, and the Company represents and warrants that it has performed all the covenants and conditions contained in the Agreement;

NOW, THEREFORE, Citibank, N.A. does hereby declare and acknowledge that to the best of its knowledge and belief and based on the foregoing, all the terms and conditions stipulated in the Agreement have been fully performed and that all monies payable thereunder have been fully paid.

WHEREUPON, Citibank, N.A. does hereby grant, bargain, sell and convey unto the Company, without recourse in any event, in any contingency or for any cause, the Equipment free and clear of all liens and encumbrances created in or retained by it under the Agreement, it being understood that Citibank, N.A. makes no other covenants of title, representations or warranties, expressed or implied, in law or in equity, with respect to any other liens or with respect to any other matters relating to the Equipment, including without limitation the existence of such Equipment, that the Equipment has not been previously leased under the Agreement or that the Equipment has not suffered a Casualty Occurrence (as defined in the Agreement).

TO HAVE AND TO HOLD all and singular the Equipment unto the Company, its successors and assigns forever.

IN WITNESS WHEREOF, Citibank, N.A. has caused this instrument to be executed under its corporate seal by its officers thereunto duly authorized this 9<sup>th</sup> day of June, 1987.

CITIBANK, N.A.,  
as Trustee

By: *Patrick DeFelice*  
Assistant Vice President

Attest:

*James A. Allen*  
Trust Officer

STATE OF NEW YORK                    )  
  ) ss.:  
COUNTY OF NEW YORK                )

On this 9<sup>th</sup> day of June, 1987, before me personally appeared Patrick DeFelice, to me personally known, who being by me duly sworn, said that he is an Assistant Vice President of Citibank, N.A., the seal affixed to the foregoing instrument is the corporate seal of such corporation and the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of the corporation.

*Enzo L. Carbone*  
Notary Public

ENZO L. CARBONCI  
Notary Public, State of New York  
No. 43-500550S  
Qualified in Richmond County  
Certificate Filed in New York County  
Term Expires March 30, 1988

## EQUIPMENT TRUST AGREEMENT NO. 1 OF 1972

Dated March 1, 1972

Description of Equipment as of March 31, 1987

Cabooses

- 10 International Car Co.  
25820 to 25829, inclusive

Covered Hopper Cars

- 878 Pullman Standard  
72000 to 72020, inclusive  
72022 to 72031, inclusive  
72033 to 72051, inclusive  
72053 to 72054, inclusive  
72056 to 72063, inclusive  
72065 to 72083, inclusive  
72086 to 72103, inclusive  
72105  
72107 to 72122, inclusive  
72125 to 72134, inclusive  
72136 to 72143, inclusive  
72145 to 72157, inclusive  
72160 to 72168, inclusive  
72171 to 72181, inclusive  
72183 to 72186, inclusive  
72188 to 72189, inclusive  
72192 to 72206, inclusive  
72208 to 72209, inclusive  
72211 to 72219, inclusive  
72221 to 72222, inclusive  
72224 to 72230, inclusive  
72232  
72234 to 72242, inclusive  
72244 to 72250, inclusive  
72252 to 72254, inclusive  
72256 to 72260, inclusive  
72262 to 72272, inclusive  
72274 to 72290, inclusive  
72293 to 72298, inclusive  
72300 to 72302, inclusive  
72304 to 72315, inclusive  
72317 to 72326, inclusive

Covered Hopper Cars

Pullman Standard (continued)

72328 to 72341, inclusive  
72343 to 72351, inclusive  
72353 to 72357, inclusive  
72359 to 72369, inclusive  
72372 to 72373, inclusive  
72375 to 72376, inclusive  
72378 to 72393, inclusive  
72395 to 72401, inclusive  
72403 to 72407, inclusive  
72409 to 72410, inclusive  
72413 to 72414, inclusive  
72417 to 72420, inclusive  
72422 to 72433, inclusive  
72435 to 72436, inclusive  
72438 to 72445, inclusive  
72447 to 72451, inclusive  
72453 to 72460, inclusive  
72462 to 72463, inclusive  
72466 to 72467, inclusive  
72469  
72471  
72473 to 72477, inclusive  
72479 to 72483, inclusive  
72485 to 72502, inclusive  
72504 to 72508, inclusive  
72510 to 72529, inclusive  
72531 to 72537, inclusive  
72539 to 72557, inclusive  
72559 to 72576, inclusive  
72578 to 72586, inclusive  
72588 to 72603, inclusive  
72606  
72608 to 72611, inclusive  
72613  
72616 to 72620, inclusive  
72622 to 72631, inclusive  
72633 to 72644, inclusive  
72646 to 72658, inclusive  
72660 to 72662, inclusive  
72665 to 72673, inclusive  
72675 to 72682, inclusive  
72684 to 72714, inclusive  
72716 to 72725, inclusive  
72727 to 72748, inclusive  
72750  
72753 to 72768, inclusive  
72771 to 72778, inclusive  
72780 to 72792, inclusive

Covered Hopper Cars

Pullman Standard (continued)

72794 to 72805, inclusive  
72807  
72810 to 72835, inclusive  
72837  
72839 to 72849, inclusive  
72852 to 72867, inclusive  
72869 to 72886, inclusive  
72888 to 72892, inclusive  
72894 to 72906, inclusive  
72908 to 72928, inclusive  
72930 to 72931, inclusive  
72934 to 72935, inclusive  
72937 to 72949, inclusive  
72951 to 72952, inclusive  
72954 to 72974, inclusive  
72976 to 72993, inclusive  
72995 to 72999, inclusive

Covered Hopper Cars

9 Amcar Division, ACF Industries  
78948  
78950 to 78953, inclusive  
79127 to 79130, inclusive